

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

**In the Matter of:**

Fogo De Chao Churrascaria  
t/a Fogo De Chao

Applicant for a New  
Retailer's Class CR License

at premises  
698 Maine Avenue, SW  
Washington, D.C. 20024

Case No.: 24-PRO-00067  
License No.: ABRA-128586  
Order No.: 2024-642

Fogo De Chao Churrascaria, t/a Fogo De Chao, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Fredrica Kramer, Chairperson, Advisory Neighborhood Commission (ANC) 6D, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

**ORDER ON COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by Fogo De Chao Churrascaria, t/a Fogo De Chao (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on July 29, 2024, and a Protest Status Hearing on August 14, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 6D have entered into a Cooperative Agreement (Agreement), dated September 19, 2024, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Fredrica Kramer, on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D.

Accordingly, it is this 18th day of September 2024, **ORDERED** that:

1. The Application filed by Fogo De Chao Churrascaria, t/a Fogo De Chao, for a New Retailer's Class CR License, located at 698 Maine Avenue, SW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Cooperative Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 (Nature of the Business) – The first sentence shall be modified to read as follows: “The Applicant has applied to operate a restaurant establishment serving sprits, wine, and beer with indoor and summer garden seating.”

Section 8 (Noise and Privacy) – The language “unreasonably disruptive in any residential premises other than the Establishment” shall be replaced with the language “heard in the interior of any residential premises with its windows and doors closed, other than the Establishment.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamsDoc.com  
*Donovan Anderson*  
Key: ac43cb66c9d5f8e4e73069d14cc08

Donovan Anderson, Chairperson

eSigned via SeamsDoc.com  
*James Short*  
Key: 547e0d378f820d6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001 (202/879- 1010). However, the timely filing of a Motion for Reconsideration stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b) (2004).

ANC 6D Cooperative Agreement  
Fogo de Chao Churrascaria (The Wharf DC) LLC t/a Fogo de Chao ABRA-128586,  
698 Maine Ave., SW, Washington, DC 20024, July 2024



Advisory Neighborhood Commission 6D

1101 4<sup>th</sup> Street SW, Suite W130,

Washington, DC 20024

ANC Office: (202) 554-1795

[6d@anc.dc.gov](mailto:6d@anc.dc.gov)

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this \_\_\_ day of July 2024 by and between Fogo de Chao Churrascaria (The Wharf DC) LLC t/a Fogo de Chao ("Applicant"), at 698 Maine Ave., SW, Washington, DC 20024 ABRA License # 128586 and Advisory Neighborhood Commission 6D ("the ANC" or "ANC6D"), (collectively, the "Parties").

**PREAMBLE**

Through this Agreement, both Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

**WITNESSETH**

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC License (ABRA-128586) with Summer Garden, Entertainment, Alcohol Carry-Out & Delivery, and Holiday Extension ("License") at 698 Maine Ave., SW ("Premises");

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment within the ANC on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the Application; and

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the operation of the Establishment. The Parties agree that any substantial change in operations must first be approved by the Alcoholic Beverage and Cannabis Board ("ABC Board"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's Application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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Fogo de Chao Churrascaria (The Wharf DC) LLC t/a Fogo de Chao ABRA-128586,  
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NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant manages and operates a restaurant Establishment serving spirits, wine, and beer with indoor and Summer Garden seating. Establishment shall not participate in pub crawls.
3. ***Floors Utilized and Occupancy.*** The Applicant operates its Establishment on the ground floor of the building with a Summer Garden. The Establishment will not exceed the permitted occupancy load listed on its Certificate of Occupancy.
4. ***Hours.***
  - a. Applicant's Interior Hours of Operations; Hours of Sales, Service & Consumption of Alcoholic Beverages; and Hours of Entertainment shall be: 11:00am – 12:00am daily.
  - b. Applicant's Summer Garden Hours of Operations and Hours of Sales, Service & Consumption of Alcoholic Beverages shall be: 11:00am – 12:00am daily.
  - c. Recorded music played in the exterior Summer Garden shall end at:
    - i. Sunday – Thursday, 9:00pm; and ii.
    - Friday & Saturday, 11:00pm.

Applicant's exterior speakers shall not be directed towards Maine Avenue, SW.

- d. Provided that:
  - i. On days designated by the DC ABC Board as "Holiday Extension of Hours" Applicant may avail itself of and the ANC will not object to the licensee applying for the extended hours so provided.
  - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours.
  - iii. On January 1 of each year Applicant may operate until 4:00 a.m.; and iv. Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement, including Entertainment, as part of a One-Day Substantial Change Permit.

Consistent with ABC Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the Premises.

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5. ***Prohibited Practices.*** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises to consume alcoholic beverages at more than one premise.
6. ***Summer Gardens.***
  - a. The Applicant shall make reasonable efforts to ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the Summer Gardens and does not extend into the pedestrian walkway.
  - b. It is a concern of ANC 6D that there is an adequately sized pedestrian walkway on 7<sup>th</sup> Street, SW abutting the Applicant's premises. Applicant's Summer Garden boundaries on the sidewalk (e.g., planter or rope) shall remain at least 9.5 feet away from the nearest bollard.
7. ***Parking Arrangements.*** The ANC is concerned that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through their website or other means) that there is limited parking in the vicinity and shall provide information about public transportation. Applicant shall not knowingly accept deliveries from vendors parked illegally. Applicant shall take reasonable, necessary steps to ensure that all deliveries will be taken into the Applicant's facility within in a reasonable time period. Applicant does not offer valet services.
8. ***Noise and Privacy.*** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making reasonable, necessary architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not unreasonably disruptive in any residential premises other than the Establishment. Applicant shall keep "garage door" style windows closed after 10:00pm while Entertainment is being offered on the interior premises.
9. ***Outdoor Advertising, Billboards, and Signs.*** No sign shall be erected in such a manner as to create a hazard to vehicular traffic or pedestrian safety.
10. ***Public Space and Trash.*** No containers, cups, bottles/cans, etc. shall be permitted outside the Summer Garden or to leave the Premises regardless of content, except food and beverages, including alcoholic beverages, packaged "to go." Nothing about the foregoing sentence is meant to prevent Applicant from offering alcoholic beverages for off-premises consumption or as permitted by the D.C. Code and applicable regulations. Applicant shall take reasonable measures to ensure that the immediate environs of the Premises are kept free of litter and debris, including the sidewalks or other public

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property immediately adjacent to the Premises or adjacent to the property used by Applicant to conduct its business.

11. ***Rats and Vermin Control.*** Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage or odors from the Establishment's operations present following the end of business each evening.
12. ***Security Cameras.*** Applicant shall have recording cameras that cover the outside areas and the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the Applicant shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage and Cannabis Administration ("ABCA") or the Metropolitan Police Department.
13. ***License Ownership and Compliance with ABCA Regulations.*** Applicant shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Parties acknowledge that any reference to the DC Code or regulations are for reference only and a violation of the DC code or regulations does not constitute a violation of this Agreement. Both Applicant and the have standing to ask the ABC Board to enforce any violations of the agreement.
14. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
15. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25447.

If to Applicant:

Fogo de Chao Churrascaria (The Wharf DC) LLC  
14850 Quorum Dr., Ste. 500  
Dallas, TX 75254

Attn: Licensing

[licensing@fogo.com](mailto:licensing@fogo.com)

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If to the ANC:

Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
Phone: (202) 554-1795 e-mail:  
6d@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

[signatures on the following page]

**The ANC:**



9/19/2024

\_\_\_\_\_  
Fredrica Kramer, Chair, ANC6D


\_\_\_\_\_  
Date

**APPLICANT:**

Fogo de Chao Churrascaria (The Wharf DC) LLC

By: \_\_\_\_\_

Barry McGowan, Manager      Date

DocuSigned by:  
  
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7/14/2024

George